

**RESOLUTION NO. 4 5 2 4**

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF AUBURN, WASHINGTON, AUTHORIZING  
THE MAYOR AND CITY CLERK TO EXECUTE A  
REAL ESTATE PURCHASE AND SALE  
AGREEMENT BETWEEN THE CITY OF AUBURN  
AND AMY AND RANDY MOLLENBERG AND  
JOSEPH AND DONNA BERGERON

WHEREAS, the City of Auburn is the owner of a certain piece of real property located in the City of Auburn, commonly known as 4 Pike Street Southeast, in Auburn, Washington; and

WHEREAS, the City desires to sell said real property and Amy and Randy Mollenberg and Joseph and Donna Bergeron wish to purchase this property at a cost that is acceptable to the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, KING COUNTY, WASHINGTON, HEREBY RESOLVES as follows:

**Section 1.** The Mayor of the City of Auburn and the Auburn City Clerk are hereby authorized to execute a Real Estate Purchase and Sale Agreement between the City of Auburn and Amy and Randy Mollenberg and Joseph and Donna Bergeron which agreement shall be in substantial conformity with the Agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

**Section 2.** The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

**Section 3.** This resolution shall be in full force and effect upon passage and signatures hereon.

Dated and Signed this 8<sup>th</sup> day of September, 2009.

CITY OF AUBURN

\_\_\_\_\_  
PETER B. LEWIS  
MAYOR

ATTEST:

\_\_\_\_\_  
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Daniel B. Heid, City Attorney

Tuesday, September 01, 2009 8:23 AM

Amos &amp; Donna Bergeron 253-631-8863

p.02

Form 21  
Residential Purchase & Sale Agreement  
Revised 1/09  
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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT  
SPECIFIC TERMS

1. Date: August 31, 2009 MLS No.: 29123349
2. Buyer: Amy & Randy Mollenberg and Joseph & Donna Bergeron
3. Seller: City of Auburn
4. Property: Tax Parcel No(s): 1887500010 (King County)  
Street Address: 4 Pike St SE, Auburn Washington 98002  
Legal Description: Attached as Exhibit A.
5. Included Items: ☐ stove/range; ☐ refrigerator; ☐ washer; ☐ dryer; ☐ dishwasher; ☐ hot tub; ☐ fireplace insert;  
☐ wood stove ☐ satellite dish; ☐ security system; ☐ other \_\_\_\_\_
6. Purchase Price: \$110,000.00 One hundred ten thousand dollars CASH OFFER
7. Earnest Money: (To be held by ☒ Selling Broker, ☐ Closing Agent)  
Personal Check: \$2,500.00  
Note: \$ \_\_\_\_\_  
Other ( \_\_\_\_\_ ): \$ \_\_\_\_\_
8. Default: (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
9. Disclosures in Form 17: Buyer will ☐ will not ☒ have a remedy for Seller's negligent errors, inaccuracies, or omissions in Form 17
10. Title Insurance Company: The Talon Group
11. Closing Agent: ☐ a qualified closing agent of Buyer's choice; ☒ Talon as directed by Seller \_\_\_\_\_
12. Closing Date: 09/23/09
13. Possession Date: ☒ on Closing; ☐ Other \_\_\_\_\_
14. Offer Expiration Date: 09/02/09
15. Services of Closing Agent for Payment of Utilities: ☒ Requested (attach NWMLS Form 22K); ☐ Waived
16. Charges and Assessments Due After Closing: ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
17. Agency Disclosure: Selling Licensee represents ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party  
Listing Agent represents ☒ Seller; ☐ both parties

Addenda: 22A(Financing); 22AR(Finance Contingency); 22D(Options Clauses); 34(Addendum);

42(Agency Disc.); 42, addendum 1

11.8.1001

Buyer's Signature

Date

Buyer's Signature

Date

Buyer's Signature

Date

Seller's Signature

Date

PO Box 6265

Buyer's Address

Kent, WA 98064

City, State, Zip

206-949-1600

Phone

Fax

drbergeron@hotmail.com

Buyer's E-mail Address

John L. Scott-KMS Kent

3647

Selling Broker

MLS Office No.

Barb Anderson

45436

Selling Licensee (Print)

MLS LAG No.

253-670-3538

800-381-3367

Phone

Fax

Seller's Address

Auburn, WA.

City, State, Zip

253-288-3158

Phone

Fax

Seller's E-mail Address

Keller Williams Realty Auburn

4960

Listing Broker

MLS Office No.

Melinda Atchley

40625

Listing Agent (Print)

MLS LAG No.

253-249-2500

253-249-2200

Phone

Fax

Tuesday, September 01, 2009 8:23 AM

Amos &amp; Donna Bergeron 253-631-8863

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Form 22D  
Optional Clauses Addendum  
Rev. 5/09  
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### OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated August 31, 2009 1  
between Amy & Randy Mollenberg; and Joseph & Donna Bergeron ("Buyer") 2  
and City of Auburn ("Seller") 3  
concerning 4 Pike St SE, Auburn, WA 98002 ("the Property"). 4

#### CHECK IF INCLUDED:

1. ☒ **Square Footage/Lot Size/Encroachments.** The Listing Agent and Selling Licensee make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction within the inspection contingency period. 6
2. ☐ **Standard Form Owner's Policy of Title Insurance.** Notwithstanding the "Title Insurance" clause in the Agreement, Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements if available at no additional cost, from the Title Insurance Company rather than the Homeowner's Policy of Title Insurance. 11
3. ☐ **Extended Coverage Title Insurance.** Notwithstanding the "Title Insurance" clause in this Agreement, Buyer's lender or Closing Agent is directed to apply for an ALTA or comparable extended coverage policy of title insurance, rather than the policy provided for in the purchase and sale agreement. Buyer shall pay the increased costs associated with the extended coverage policy including excess premium over that charged for the policy provided for in the purchase and sale agreement and the cost of any survey required by the title insurer. 16
4. ☒ **Property And Grounds Maintained.** Until possession is transferred to Buyer, Seller agrees to maintain the Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s); grounds; plumbing, heat, electrical and other systems; and all included items. Should an appliance or system become inoperative or malfunction prior to transfer of possession, Seller agrees to either repair or replace the same with an appliance or system of at least equal quality. Buyer reserves the right to reinspect the Property within 5 days prior to transfer of possession to verify the foregoing. Buyer and Seller understand and agree that the Listing Agent and Selling Licensee shall not, under any circumstances, be liable for the foregoing or Seller's breach of this clause. 21
5. ☒ **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when possession is transferred to Buyer shall thereupon become the property of Buyer, and may be retained or disposed of as Buyer determines. However, Seller agrees to clean the interiors of any structures and remove all trash, debris and rubbish on the Property prior to Buyer taking possession. 29

6. ☒ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 33  
☒ public water main; ☒ public sewer main; ☐ septic tank; ☐ well (specify type) 34  
☐ irrigation water (specify provider) ☒ natural gas; ☒ electricity 35  
☒ cable; ☒ electricity; ☐ other 36

Initials: BUYER: [Signature] DATE: 8-31-09 SELLER: [Signature] DATE: 8-31-09 37  
 BUYER: [Signature] DATE: 8-31-09 SELLER: [Signature] DATE: 38

# Addendum 1

## ADDENDUM TO PURCHASE AND SALE AGREEMENT

Within sixty (60) days of closing the buyer will clean, repair or replace the roof, trim board and windows, pressure wash the entire exterior (house, driveway, and walkway), and landscape the yard.

The above contingency will survive after closing.

All offers are subject to Council approval. The next opportunity for Council approval is September 8, 2009

DB 9/2/09  
Buyer Initials/Date

DB 9/2/09  
Buyer Initials/Date

DB 9/2/09  
Seller Initials/Date

Form 42  
Agency Disclosure  
Rev. 1/97  
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### AGENCY DISCLOSURE

Washington State law requires real estate licensees to disclose to all parties to whom the licensee renders real estate brokerage services whether the Licensee represents the Seller (or Lessor), the Buyer (or Lessee), both the Seller/Lessor and Buyer/Lessee, or neither.

YOU ARE ADVISED THAT THE UNDERSIGNED IS THE AGENT OF THE  
UNLESS OTHERWISE STATED HERE:

THE UNDERSIGNED REPRESENTS: Seller,

THE UNDERSIGNED BUYER/LESSEE OR SELLER/LESSOR ACKNOWLEDGES RECEIPT OF A  
COPY OF THE PAMPHLET ENTITLED "THE LAW OF REAL ESTATE AGENCY"

BUYER

[Signature] DATE 9/20/9  
(Signature)

BUYER

[Signature] DATE 9/2/09  
(Signature)

SELLER

[Signature] DATE 8-28-09  
(Signature)

SELLER

DATE  
(Signature)

LICENSEE Mindy Atchley

(Print/Type)

LICENSEE'S SIGNATURE

Mindy Atchley

COMPANY NAME AS LICENSED Keller Williams Realty Auburn

(Print/Type)